

3-0114  
20-04

AGREEMENT AND CONTRACT FOR 1973 AND 1974

ARTICLE 1

PARTIES TO AGREEMENT

This is an agreement between the CITY OF LINDEN, (hereinafter referred to as "CITY,") a Municipal Corpooartion, situated in the County of Union and State of New Jersey, and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #42, (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE 2

AREAS OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, other working conditions, and procedures for adjustments of disputes and grievances.

### Section 3 - Call in Pay

1. Any Officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty shall receive a minimum of two (2) hours' work or pay at his prevailing overtime rate, even though working less than two (2) hours. For annual inspection, funerals, or special classes, Officers will not receive overtime pay.

### Section 4 - Rules Governing Overtime

1. Except emergency situations determined by the Chief of Police or Officer in Charge, overtime shall be rotated among those Officers in their respective divisions who choose to be listed on the overtime roster. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any Officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.
2. Any Officer working overtime shall record said amount of overtime and date of such overtime on a form specifically provided for by the Department head.
3. The City shall make every effort to pay overtime in the salary check due, providing the required overtime form is submitted to the City Treasurer's Office in sufficient time for such payment.

as follows: Four (4) consecutive days on duty followed by two (2) consecutive days off duty provided that no Police Officer shall be scheduled to work more than forty (40) hours in any calendar week. Steady day employees shall work the equivalent of a 37-1/2 hour work week, as scheduled by the Chief, except that in times of emergency, the Officer or other Official having charge or control of the Police Department shall not be prohibited from summoning to and keeping on duty as many Officers as shall be deemed necessary by such Officer or Official to cope with said emergency.

#### Section 2 - Overtime

1. Overtime at the rate of time and one half of his annual rate shall be paid to any Officer who is required to work:
  - a. In excess of eight (8) hours in any one day, or
  - b. In excess of an Officer's regular scheduled hours of work in any week, or both.
2. Overtime at the rate of "time and one-half" (annual rate) shall be paid to any Officer who is required to appear in Court, Municipal, County, Grand Jury, at the Court's request, and such appearance is in relation to his duty as an Officer and outside of his scheduled hours of work. There shall be no overtime for Civil Court cases.
3. Time and one-half plus a days pay shall be paid to any Officer who is required to work on any of his scheduled holidays or CALLED OFF vacation.

3. Pay During Vacation: All vacations shall be granted at annual salary rates.

## Section 2 - Holidays

1. Due to the emergency nature of the work of the Police Department, Policemen shall be granted nine (9) working days off with pay annually, in lieu of all official holidays. He shall also receive any official holiday off proclaimed by the City, all of which shall be the choice of the individual Officer, subject only to the approval as to dates by the Department Head.
2. All new employees will receive three (3) working days off with pay in lieu of all official holidays for every four (4) months or proportionate time for less than a four (4) month period to be worked in any calendar year.
3. Two additional Holidays, (PAID), at straight time. One to be paid prior to July 1, and the second one prior to December 31.

## ARTICLE 6

### SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

#### Section 1 - Sick Leave

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

4. Any Officer working in excess of ten (10) hours in any one day or working on his scheduled day off in an emergency situation shall receive a two dollar (\$2.00) meal allowance or furnished an appropriate hot meal in lieu thereof.
5. For those Officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those Officers held over for inspection shall receive equal time off for time held over.

#### ARTICLE 5

#### VACATIONS AND HOLIDAYS

##### Section 1 - Vacations

1. Earned Vacation: Members shall receive the following vacations:

<u>Years of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st Year	One day per month worked
1st through 5th year	12 working days per year
6th Through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th and over	25 working days per year

2. Scheduling Vacations: All vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. All vacation time for the year shall be scheduled prior to September 1st of that year, except for emergencies as designated by the Department Head or the Department Physician. Seniority in rank shall govern.

required attendance is secured as evidence of need. For the purpose of this paragraph, immediate family means spouse, child, parent or unmarried brother or sister living under the same roof. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.

6. Sick leave, one day base pay, to be granted, at the time of retirement or upon death, for every 3 days of accumulated sick leave.

Section 2 - Leave of Absence as a Result of Injury in the Line of Duty

1. When an employee is injured in the line of duty, the City Council may, pursuant to R.S. 40:11-8 and 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence of proof of the inability of the employee to work. Said leave shall be granted in units of 30 days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.
2. Prior to the passage of the resolution referred to in paragraph 1, a contract shall be executed between the employee and the City, setting forth that the employee shall reimburse the City for monies he may receive as Workmen's Compensation, for temporary benefits. Reimbursement to the City

2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days.
3. In the first year of employment, an employee shall be entitled to one working day sick leave for each month of employment. Sick leave shall accumulate on the basis of 1-1/4 days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.
4. In the case where accumulated sick leave has been exhausted, City Council may, upon receiving request for extended sick leave from the office of the Chief under N.J.S. 40:11-9 now 40A:14-16, grant additional sick leave of one calendar year, or less, or as required, up to one calendar year. Such determination shall be based solely on a medical report. Request for additional sick leave, under N.J.S. 40:11-9 now 40A:14-16, shall be made at 90 day intervals during the first calendar year leave when applicable.
5. Accumulated sick leave shall be used by an employee for personal illness in his immediate family which required his attendance upon the ill person, but not exceeding three (3) days, quarantine restrictions, pregnancy or disabling injuries, provided a doctor's certificate

of Linden is limited to monies paid by the City to the employee in salary in the course of the employment.

### Section 3 - Leave Because of Death in Immediate Family

1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The terms immediate family, for the purpose of this subsection, shall include:
  - a. The employee's spouse, child, parent, step child, brother, sister, or other blood relative living under the same roof, and Mother and Father of spouse.
2. One (1) day off with pay shall be granted to an employee for the funeral of his brother-in-law, sister-in-law, aunts, uncles, nieces, nephews and grandparents of both spouses, provided they attend the funeral, in person.

### Section 4 - Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.
2. When an employee not on probation, has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of



absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

#### Section 5 - Outside Employment

Employees may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

#### Section 6 - Leave of Absence

The Mayor or Chief, on request of an Officer, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said Officer, when confirmed by City Council. Said leave may only be granted by the Mayor or Chief upon receipt of a written request signed by the Officer. If an Officer overstays such leave, without valid reason, his employment with the City shall be deemed to be terminated.

#### Section 7 - Salary Payment on Death

In the event of the death of an employee, payment of salary shall be made up to and including the day of death, together with any vacation or holidays to which the employee may be entitled for services rendered to the City of Linden.

SALARY SCHEDULE FOR 1973

<u>Titles of Positions</u>	<u>Salaries</u>
Police Captains	\$15,627.00
Police Lieutenants	\$14,337.00
Police Sergeants	\$13,153.00
Police Officer (1st Grade)	\$11,850.00
Police Officer (2nd Grade)	\$11,550.00
Police Officer (3rd Grade)	\$11,250.00
Police Officer (4th Grade)	\$10,950.00
Police Officer (Probationary)	\$10,650.00
Police Sergeants will receive 11% above Police Officer 1st Grade/ <sup>base</sup> salary. Police Lieutenants will receive 9% above Police Sergeant/ <sup>base</sup> salary. Police Captains will receive 9% above Police Lieutenant/ <sup>base</sup> salary. Police Officer with five (5) years service, reaches maximum/ <sup>base</sup> salary.	

Police Officers assigned to detective investigative status shall receive, in addition to their annual base salary, an additional \$800.00 per annum, while assigned to such status. Any men assigned as Plainclothesman, in the future, will not receive additional compensation.

1974 Contract - Salary

1. Salary, a wage re-opener for all Police Department Personnel.

A Patrolman appointed after the execution of this agreement and during the term of same shall be paid the salary according to the foregoing schedule and for the next four (4) years he shall receive the minimum salary set forth in said schedule for such year. All other Officers shall receive the

## Section 8 - Association Business Leave

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members seven (7) in number shall be granted leave from duty with full pay for all meetings between City and the P.B.A. for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.
2. The P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
3. The State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings of the State P.B.A. and the County P.B.A. meetings and all membership meetings of the Local P.B.A. when such meetings take place at a time when such Officer is scheduled to be on duty.
4. The President, State Delegate, and two (2) alternate delegates, elected to represent the P.B.A. at their annual Convention shall be granted leave from duty with full pay to attend said Convention.

## ARTICLE 7

### OTHER BENEFITS

## Section 1 - Clothing Allowance

1. All new members of the Department shall be

shall be paid for by the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of this contract.
3. Medical Benefits, are to be reviewed and if a surplus exists, the governing body will attempt to secure additional benefits, in the amount equal to the surplus.
  - a. For 1974, a total package on Medical Benefits will be open for Negotiations.
4. Immunization Program, is to be provided under the administration of the Chief.

### Section 3 - College Incentive Plan

1. Any Officer upon attaining an Associates degree in Police Science will receive Two Hundred and Fifty Dollars (\$250.00) extra compensation annually, effective January 1 or July 1, whichever is closest to his attaining same.

## ARTICLE 8

### COMPENSATION

#### Section 1 - Salary

1. The City will pay each Officer at the end of each two week period.
2. Base salary (for the purpose of this agreement) shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the members of the Police Department shall be paid in accordance with the following Salary Schedule:

outfitted with a complete uniform for winter and summer and receive all necessary hardware, which shall include a service revolver.

2. Each uniformed Officer shall receive from the City an annual clothing credit of \$200.00 for replacement of clothing and equipment. The replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual manner.
3. All members of the plainclothes and detectives ranks shall receive a payment of \$100.00 in June and \$100.00 in December in lieu of clothing issue.
4. If, in the performance of his duty, an Officer's uniform or equipment is damaged, the City shall replace same, upon approval of the Chief.
5. The service revolver provided by the City shall be returned to same upon termination of the Officer's duties with the City.
6. In 1974, the clothing allowance for all uniformed personnel will be increased to \$250.00 annually and all non-uniformed personnel will be increased to \$275.00 annually.

## Section 2 - Insurance Benefits

1. All employees of the Police Department

outfitted with a complete uniform for winter and summer and receive all necessary hardware, which shall include a service revolver.

2. Each uniformed Officer shall receive from the City an annual clothing credit of \$200.00 for replacement of clothing and equipment. The replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual manner.
3. All members of the plainclothes and detectives ranks shall receive a payment of \$100.00 in June and \$100.00 in December in lieu of clothing issue.
4. If, in the performance of his duty, an Officer's uniform or equipment is damaged, the City shall replace same, upon approval of the Chief.
5. The service revolver provided by the City shall be returned to same upon termination of the Officer's duties with the City.
6. In 1974, the clothing allowance for all uniformed personnel will be increased to \$250.00 annually and all non-uniformed personnel will be increased to \$275.00 annually.

#### Section 2 - Insurance Benefits

1. All employees of the Police Department covered by this agreement and their families shall be entitled to full coverage of the Blue Cross-Blue Shield Hospitalization Plans including Rider "J" and Major Medical, under the State Plan, the premiums of which

salary set forth in said schedule for the year 1973.

Section 2 - Longevity

1. All full time sworn employees of the Police Department classified employees of the City of Linden are eligible for a longevity pay program in the following manner:

Each classified employee who shall have completed more than five (5) years but less than then (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 years but less than 15 years -	4%
More than 15 years but less than 20 years -	6%
More than 20 years but less than 25 years -	8%
More than 25 years	10%

- 1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st. The Longevity shall be calculated based on the salary as of December 31st of the preceding year.
2. In no case will the longevity pay exceed the sum of \$1,200.00.
3. Additional compensation of any nature, including overtime pay, will not be considered in computing longevity pay.
4. Salaries shall be paid in equal bi-weekly installments to employees.
5. In computing the periods for longevity payments, credit will be given for all time served with

the City, which time must be consecutive and uninterrupted. Any interruption in service due to a cause beyond the control of the employee, such as Military Service, injury in the line of duty, or illness, shall be considered as service for the purpose of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

### Section 3 - Workmen's Compensation

All members will be covered by Workmen's Compensation.

### ARTICLE 9

#### MISCELLANEOUS

### Section 1 - Definitions

1. Full Time Sworn Employees: Full time sworn employees are all regular full time Police Officers Investigative Detectives, Plainclothesmen and Superior Officers employed by the City, in the Police Department, who shall be subject to 24 hour call, which includes Sunday and Holidays.
2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.
3. Increments: All increments for employees entitled thereto between the period of January 1st and July shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.
4. Emergency: The term emergency as used herein shall



include any unusual conditions caused by fire, weather or any circumstances or situation including shortages in the personnel of the Police Department caused by vacancies, sickness or injury, or by the taking of accrued vacation, sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Officer or Official having charge of the Police Department of the City.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:
  - a. Discharge
  - b. Resignation
  - c. Absence for five (5) consecutive working days without leave or notice.
6. Scheduled Holidays: When an Officer has been granted a day off officially on the bulletin board.

#### ARTICLE 10

##### GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, over the application or interpretation of the terms of this agreement, an earnest effort shall be made to settle

such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1. Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within five (5) working days then,

Step 2. Between the aggrieved employee and the next officer in the chain of command, through and including the Chief and Mayor. An Official of the Association shall have the right to be present at such meeting. Should no acceptable agreement be reached at any Step 2 meeting within a period of fifteen (15) working days, then

Step 3. Referral may be made to the Civil Service Commission, for matters under their jurisdiction, and for matters not covered by the Civil Service Commission, these may be referred to the New Jersey Arbitration Commission.

#### ARTICLE 11

##### TERM

This agreement shall be effective as of January 1, 1973 to and including December 31, 1974; and it is further agreed that in the event a new contract has not been entered into commencing January 1, 1975 and each successive year, then and in that event, the terms herein shall continue in full force and effect from year to year. This extender period of time shall not prohibit nor deter the parties from entering into the separate contract for the year 1975 nor shall the extender be deemed to be the 1975 contract by

### ARTICLE 3

#### RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

##### Section 1 - Unit to be Recognized

The parties agree that the P.B.A. is the unit which has been recognized by resolution of the Municipal Council as the representative of said members of the Police Department. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employees Relations Commission of New Jersey or its designee shall investigate such dispute and adjust it on its merits.

##### Section 2 - Responsibility of Parties

The City and the P. B. A. on behalf of its members accept responsibility to follow the procedures set forth in this agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The City and the P.B.A. will not, during the term of this agreement, change any provisions set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone, any lockout.

### ARTICLE 4

#### HOURS OF WORK AND OVERTIME

##### Section 1 - Hours of Work

The hours of employment for all members of the Police Department of the City, working on a rotating shift schedule, shall be based upon a rotating duty roster calculated

reason of failure to negotiate; the 1975 contract shall provide for its separate time existence.

This agreement may be amended or terminated upon mutual agreement of all parties.

CITY OF LINDEN

BY:

John T. Gregorio  
JOHN T. GREGORIO, MAYOR

ATTEST:

Lucy J. Breen  
CITY CLERK

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL #42

BY:

Robert F. Bunk Pres.  
ROBERT F. BUNK, PRESIDENT

BY:

Anthony Accardo Vice-Pres.  
ANTHONY ACCARDO  
MEMBER OF NEGOTIATING COMMITTEE

BY:

John Chabak State Delegate  
JOHN CHABAK  
MEMBER OF NEGOTIATING COMMITTEE

WITNESS:

Joseph M. Mulla

BY:

John Hreha Rec. Secretary  
JOHN HREHA  
MEMBER OF NEGOTIATING COMMITTEE